

File 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RIO MAR ASSOCIATES, L.P., S.E., a
Delaware Limited Partnership, d/b/a THE WESTIN
RIO MAR BEACH RESORT,

x
Civ. Action No. 07 CV 8227

**MOTION FOR ENTRY
OF DEFAULT JUDGMENT**

Plaintiff,
-against-

MIXSHOW POWER SUMMIT, INC., a
New York corporation; THE POWER SUMMIT,
INC., a New York corporation; RPM MARKETING
& PROMOTIONS, INC., a New York corporation;
and RENE McLEAN, a New York resident,

Defendants.

x

Comes now Plaintiff RIO MAR ASSOCIATES, L.P., S.E., doing business as THE
WESTIN RIO MAR BEACH RESORT, through its attorneys, and requests the Court, pursuant to
Fed. R. Civ. Pro. 55(b)(2) and L.R. 55.2, to enter a judgment by default against Defendants The
Power Summit, Inc. and Rene McLean. Counts in the Complaint against remaining defendants
are hereby withdrawn.

In support of this motion, Plaintiff relies upon the Clerk's Certificate of Default (attached
as Exhibit E); a copy of the claim to which no response has been made (Exhibit D); a proposed
form of default judgment; Memorandum of Points and Authorities; and the Declaration of David
R. Teece (Exhibit A), all submitted herein.

Respectfully submitted,

D. R. T.

David R. Teece
Attorney for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

I. APPLICABLE LAW

Under Fed. R. of Civ. Pro. 55(a), when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, the clerk shall enter the party's default. In cases where the claim includes other substantive relief other than payment of a sum certain, upon entry of default the party entitled to a judgment by default shall apply to the Court. *See* Fed. R. Civ. Pro. 55(b)(2); Local Rule 55.2.

Default judgment entered on well-pleaded allegations of a complaint establishes a defendant's liability. *See Transatlantic Marine Claims Agency, Inc. v. Ace Shipping Corp.*, 103 F.3d 105, 108 (2d Cir. 1997). Where the court determines that a defendant is in default, the factual allegations of the complaint, except those relating to the amount of damages, will be taken as true. *See Chen v. Jenna Lane, Inc.*, 30 F.Supp.2d 622, 623 (S.D.N.Y. 1998). Once a court determines that default should be entered, it then is left only to determine the amount and character of the recovery that should be awarded. *See id.*

II. BACKGROUND

Plaintiff RIO MAR ASSOCIATES, L.P., S.E., doing business as THE WESTIN RIO MAR BEACH RESORT ("the Resort"), is a Delaware limited partnership in the business of operating a conference resort in Rio Mar, Puerto Rico. (Declaration of David Teece, ¶3, Exhibit A hereto) Defendant THE POWER SUMMIT, INC. ("The Power Summit") is a New York corporation, with its principal place of business in the City of New York, borough of Manhattan. (Teece Decl., ¶4) Defendant RENE MCLEAN ("McLean") is a New York resident, residing in

the City of New York, borough of Manhattan. (Teece Decl., ¶5)

In 1998, Defendant McLean, through a company called Mixshow Power Summit, Inc. (“Mixshow”), began holding an annual urban music conference at hotels and resorts located in the Caribbean islands. (Teece Decl., ¶6, Exh. A) Defendant McLean is the sole officer, employee, and owner of Defendant “Mixshow.” (Teece Decl., ¶7) In June 2002, Mixshow and the Resort entered into a contract signed by Defendant McLean, under which Mixshow and McLean agreed to hold, and subsequently did hold, an event at the Resort called the “Mixshow Power Summit” in September 2003. (Teece Decl., ¶8)

The entire business of Mixshow was to hold an annual urban music conference at hotels and resorts located in the Caribbean islands. (Teece Decl., ¶9, Exh. A) From 1998 to 2003, this conference was called “Mixshow Power Summit.” (Teece Decl., ¶10) Upon information and belief, Mixshow operated as a mere instrumentality and alter ego of Defendant McLean. (Teece Decl., ¶11) At the conclusion of Mixshow’s event in September 2003, Mixshow left an outstanding unpaid balance owed to the Resort in the amount of \$151,200.61 for facilities and services provided. Mixshow failed and refused to pay the amount owed. (Teece Decl., ¶12)

On May 18, 2004, the Resort filed suit against Defendant Mixshow in the Court of First Instance in the Commonwealth of Puerto Rico, for breach of contract (“the Puerto Rico action”). (Teece Decl., ¶13, Exh. A) On June 1, 2004, Defendant The Power Summit, Inc. was formed and registered as a New York corporation by McLean. (Teece Decl., ¶14) In 2004 the name of the annual urban music conference at hotels and resorts located in the Caribbean islands was changed from the “Mixshow Power Summit” to the “Power Summit.” (Teece Decl., ¶15) Also in 2004, McLean ceased operations under the name “Mixshow Power Summit, Inc.” and began the same

operations under the name “The Power Summit, Inc.” (Teece Decl., ¶16)

Mixshow originally appeared in the Puerto Rico action by filing an Answer to the Complaint on December 27, 2004, but failed to participate further in the proceedings. (Teece Decl., ¶17, Exh. A) Upon motion, default was entered by the Puerto Rican court on July 21, 2005 against Mixshow, following Mixshow’s failure to appear to further appear in the proceedings. (Teece Decl., ¶18)

On October 25, 2005, a judgment was entered in Case No. KAC2004-3295 in the Puerto Rico action in favor of the Resort and against Mixshow in the total amount of \$167,868.36 (\$151,200.61 in principal + \$16,667.75 in attorneys fees), plus interest at the rate of seven percent (7%) per annum running from October 28, 2003. (10/25/05 judgment and certified translation, Exhibit B hereto) On July 13, 2006, a duly authenticated copy of the Puerto Rican judgment in favor of the Resort and against Mixshow was filed in the Office of the Clerk of New York County, New York, pursuant to the provisions of New York C.P.L.R. §5402 (7/13/07 Domesticated judgment, Exhibit C hereto).

III. THE CURRENT ACTION

As part of post-judgment discovery on the judgment against Mixshow, on May 22, 2007, Plaintiff’s attorney conducted a deposition of Rene McLean regarding the finances, structure and operations of Mixshow and its affiliated companies. (Teece Decl., ¶19, Exh. A) Based upon information obtained through this deposition and other sources, on September 20, 2007, Plaintiff filed this action in the U.S. District Court against Mixshow, The Power Summit, McLean, and another of McLean’s companies, RPM Marketing & Promotions, Inc. (“RPM Marketing”) (Teece

Decl., ¶20; 9/20/07 Complaint, Exh. D hereto).

The Complaint contains six (6) claims: 1) Successor liability on the Mixshow judgment against The Power Summit; 2) Liability on the Mixshow judgment through piercing the corporate veil against McLean, or in the alternative, against RPM Marketing; 3) Fraudulent transfer under NY DCL §273 against Mixshow, McLean, and The Power Summit; 4) Fraudulent transfer under NY DCL §273-a against Mixshow, McLean, and The Power Summit; 5) Fraudulent transfer under NY DCL §275 against Mixshow, McLean, and The Power Summit; and 6) Fraudulent transfer under NY DCL §276 against Mixshow, McLean, and The Power Summit. (9/20/07 Complaint, Exh. D)

Copies of the summons and complaint was personally served pursuant to Fed. R. Civ. Pro. 5(b)(A)(i) on Rene McLean as an individual defendant, and as managing agent for Mixshow, The Power Summit, and RPM Marketing, on September 25, 2007. (Certificates of Service, Exhibit E hereto) No answer or responsive pleading was ever filed by any defendant. (Teece Decl., ¶21, Exh. A)

Pursuant to Fed. R. Civ. Pro. 12(a)(A), Defendants' time to answer or move with respect to the complaint expired on October 15, 2007. (Teece Decl., ¶22, Exh. A) An application for a Certificate of Default was filed on October 17, 2007, and default was entered by the Clerk on October 18, 2007. (Teece Decl., ¶23; Certificate of Default, Exhibit E hereto) None of the defendants are infants, in the military, or an incompetent person. (Teece Decl., ¶24)

IV. RELIEF SOUGHT

Plaintiff's action seeks to enforce the judgment obtained in the Puerto Rico action in the

sum certain amount of \$167,868.36, plus interest at the rate of seven percent (7%) per annum running from October 28, 2003 against Defendants The Power Summit, Inc. and Rene McLean. This plea for relief is contained in the first and second claims of the Complaint. (9/20/07 Complaint, Exh. D) In order to simplify and expedite judgment, Plaintiff hereby withdraws all claims against Defendants Mixshow and RPM Marketing,¹ as well the fraudulent transfer claims (Claims 3-6) against all defendants.

As the allegations of the complaint are taken as true upon default, and as the liability of the Defendants in default is established, *see Transatlantic Marine*, 103 F.3d at 108, the remaining action for the Court is to determine the proper amount of recovery. *See Chen*, 30 F.Supp.2d at 623. The judgment in the Puerto Rico action, along with its certified translation, conclusively shows that the sum certain amount due in the preceding action is \$167,868.36, plus interest at the rate of seven percent (7%) per annum running from October 28, 2003. (10/25/05 judgment and certified translation, Exh. C) The allegations of the Complaint, taken as true, establish liability for the judgment in the preceding action through successor liability and piercing the corporate veil against Defendants The Power Summit, Inc. and Rene McLean. (9/20/07 Complaint, Exh. D)

V. CONCLUSION

For the reasons stated above, Plaintiff respectfully requests that the Court enter a default judgment against defaulting Defendants The Power Summit, Inc. and Rene McLean in the sum certain amount of \$167,868.36, plus interest at the rate of seven percent (7%) per annum running

¹ The claim against Defendant RPM Marketing is contained in the second claim for liability through piercing the corporate veil, which was pled “in the alternative” to liability against Defendant McLean.

from October 28, 2003 until paid in full.

DATED: New York, New York
October 19, 2007

Respectfully submitted,

RUDNER LAW OFFICES

By: D.R.T.

David R. Teece
(DT 5908)
225 Broadway, Suite 3104
New York, New York 10007
Phone: (212) 233-4747
Fax: (212) 233-4848

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RIO MAR ASSOCIATES, L.P., S.E., a
Delaware Limited Partnership, d/b/a THE WESTIN
RIO MAR BEACH RESORT,

x
Civ. Action No. 07 CV 8227

DECLARATION OF
DAVID R. TEECE

Plaintiff,
-against-

MIXSHOW POWER SUMMIT, INC., a
New York corporation; THE POWER SUMMIT,
INC., a New York corporation; RPM MARKETING
& PROMOTIONS, INC., a New York corporation;
and RENE McLEAN, a New York resident,

Defendants.

x

I, DAVID R. TEECE, pursuant to U.S.C. §1746, state and declare the following:

1. My name is David R. Teece, and I make this declaration upon my own personal knowledge.
2. I am the attorney for Plaintiff Rio Mar Associates, L.P., S.E., doing business as The Westin Rio Mar Beach Resort, in Civ. Action No. 07 CV 8227.
3. Plaintiff RIO MAR ASSOCIATES, L.P., S.E., doing business as THE WESTIN RIO MAR BEACH RESORT ("the Resort"), is a Delaware limited partnership in the business of operating a conference resort in Rio Mar, Puerto Rico.
4. Defendant THE POWER SUMMIT, INC. ("The Power Summit") is a New York corporation, with its principal place of business in the City of New York, borough of Manhattan.
5. Defendant RENE MCLEAN ("McLean") is a New York resident, residing in the City of New York, borough of Manhattan.

6. In 1998, Defendant McLean, through a company called Mixshow Power Summit, Inc. ("Mixshow"), began holding an annual urban music conference at hotels and resorts located in the Caribbean islands.

7. Defendant McLean is the sole officer, employee, and owner of Defendant "Mixshow."

8. In June 2002, Mixshow and the Resort entered into a contract signed by Defendant McLean, under which Mixshow and McLean agreed to hold, and subsequently did hold, an event at the Resort called the "Mixshow Power Summit" in September 2003.

9. The entire business of Mixshow was to hold an annual urban music conference at hotels and resorts located in the Caribbean islands.

10. From 1998 to 2003, this conference was called "Mixshow Power Summit."

11. Upon information and belief, Mixshow operated as a mere instrumentality and alter ego of Defendant McLean.

12. At the conclusion of Mixshow's event in September 2003, Mixshow left an outstanding unpaid balance owed to the Resort in the amount of \$151,200.61 for facilities and services provided. Mixshow failed and refused to pay the amount owed.

13. On May 18, 2004, the Resort filed suit against Defendant Mixshow in the Court of First Instance in the Commonwealth of Puerto Rico, for breach of contract ("the Puerto Rico action").

14. On June 1, 2004, Defendant The Power Summit, Inc. was formed and registered as a New York corporation by McLean.

15. In 2004 the name of the annual urban music conference at hotels and resorts

located in the Caribbean islands was changed from the “Mixshow Power Summit” to the “Power Summit.”

16. Also in 2004, McLean ceased operations under the name “Mixshow Power Summit, Inc.” and began the same operations under the name “The Power Summit, Inc.”

17. Mixshow originally appeared in the Puerto Rico action by filing an Answer to the Complaint on December 27, 2004, but failed to participate further in the proceedings.

18. Upon motion, default was entered by the Puerto Rican court on July 21, 2005 against Mixshow, following Mixshow’s failure to appear to further appear in the proceedings.

19. As part of post-judgment discovery on the judgment against Mixshow, on May 22, 2007, Plaintiff’s attorney conducted a deposition of Rene McLean regarding the finances, structure and operations of Mixshow and its affiliated companies.

20. Based upon information obtained through this deposition and other sources, on September 20, 2007, Plaintiff filed this action in the U.S. District Court against Mixshow, The Power Summit, McLean, and another of McLean’s companies, RPM Marketing & Promotions, Inc.

21. Copies of the summons and complaint was personally served pursuant to Fed. R. Civ. Pro. 5(b)(A)(i) on Rene McLean as an individual defendant, and as managing agent for Mixshow, The Power Summit, and RPM Marketing, on September 25, 2007. No answer or responsive pleading was ever filed by any defendant.

22. Pursuant to Fed. R. Civ. Pro. 12(a)(A), Defendants’ time to answer or move with respect to the complaint expired on October 15, 2007.

23. An application for a Certificate of Default was filed on October 17, 2007, and

default was entered by the Clerk on October 18, 2007.

24. None of the defendants are infants, in the military, or an incompetent person.
25. The documents attached to Plaintiff's Motion for Entry of Default Judgment as Exhibits B, C, D and E are true and correct copies of documents kept by me in my office as part of my ordinary course of business.

**I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS
TRUE AND CORRECT.**

EXECUTED THIS 19th DAY OF OCTOBER, 2007

D R. T.

DAVID R. TEECE

EXHIBIT B

CERTIFIED TRANSLATION

OLGA M. ALICEA, USCCI

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
SAN JUAN SUPERIOR COURT

RIO MAR ASSOCIATES, L.P., S.E.

CIVIL NO.: K AC2004-3295

Plaintiff

COURTROOM 901

v.

RE: BREACH OF CONTRACT AND
COLLECTION OF MONIES

MIXSHOW POWER SUMMIT, INC.

Defendants

JUDGMENT

HAVING seen the motion of plaintiff Rio Mar Associates, L.P., S.E., filed on July 21, 2005, the same is granted and, consequently, default is entered against defendant.

Pursuant to the holding in the case of The Continental Insurance Company and Manuel F. Pou v. Isleta Marina, Inc., et al., 106 D.P.R. 809 (1978), and on Rule 45 of Civil Procedure, the complaint is granted and judgment is entered ordering defendant to pay to plaintiff the sum of \$151,200.61 plus interest at the prevailing legal rate of 7.00% per annum as of October 28, 2003, until payment is made. Further, defendant is ordered to pay to plaintiff the costs and expenses incurred, plus the sum of \$16,667.75 for attorneys' fees.

GIVEN in San Juan, Puerto Rico, today, October 25, 2005.

CERTIFIED TRANSLATION

OLGA M. ALICEA, USCCI

BE IT REGISTERED AND NOTIFIED.

(Signed) Teresa Medina-Monteserín
SUPERIOR COURT JUDGE

TERESA MEDINA-MONTESERIN
SUPERIOR COURT JUDGE

I HEREBY CERTIFY:

Rebecca Rivera-Torres, Esq.
Regional Clerk

(Signed)
By: **ELIA E. RAMOS-PÉREZ**
Assistant Clerk
Assistant Clerk

CERTIFICATION	
I, OLGA M. ALICEA, AN ENGLISH-SPANISH INTERPRETER AND TRANSLATOR CERTIFIED TO THAT EFFECT BY THE ADMINISTRATIVE OFFICE OF THE U.S. COURTS AND BY THE NATIONAL ASSOCIATION OF JUDICIARY INTERPRETERS & TRANSLATORS, DO HEREBY CERTIFY THAT I HAVE PERSONALLY TRANSLATED THE FOREGOING DOCUMENT FROM SPANISH TO ENGLISH AND THAT THE TRANSLATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND ABILITIES. CERTIFICATION APPLIES ONLY TO THE SIGNED ORIGINAL.	
OLGA M. ALICEA, USCCI, NCJIT-S (USCCI NO. 98-005)	11/17/05 DATE
PO Box 19749, SAN JUAN, PUERTO RICO 00910-1749 TEL. 787-642-4777 / 787-282-5742 E-MAIL: OMALICEA@YAHOO.COM / OMALICEA@GMAIL.COM	

CERTIFIED TRANSLATION

OLGA M. ALICEA, USCCI

AFFIDAVIT

I, Olga M. Alicea, of legal age, single, a Certified Interpreter and Translator, and resident of San Juan, Puerto Rico, do hereby declare:

1. That my name and other personal circumstances are those indicated above.

2. That I am a Certified Interpreter and Translator, certified to those effects by the Administrative Office of the United States Courts and by the National Association of Judiciary Interpreters and Translators, and in this capacity I personally translated from Spanish to English the foregoing document, titled "Judgment," dated October 25, 2005, in the case of Rio Mar Associates, L.P., S.E. v. Mixshow Power Summit, Inc., Civil No. K AC2004-3295 (901), in the Court of First Instance of Puerto Rico, San Juan Superior Court.

3. That the foregoing translation is a true and accurate translation to the best of my knowledge and abilities.

IN WITNESS WHEREOF, I swear to and sign this document, in San Juan, Puerto Rico, on November 18, 2005.



Olga M. Alicea, uscci, ncjit-s

Affidavit No. 162

Sworn to and subscribed before me by Olga M. Alicea, of the above-indicated personal circumstances, personally known to me.



Puerto Rico, on November 18, 2005.



NOTARY PUBLIC



**COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF STATE
SAN JUAN, PUERTO RICO**

CERTIFICATION

I, CARMEN ELBA TORRES, Director for the Certifications and Regulations Division of the Department of State of the Commonwealth of Puerto Rico, DO HEREBY CERTIFY THAT:

REBECCA RIVERA TORRES

whose official certification appears on the attached document was, on the date of the same, according to the records of this Department, a Clerk of Court; General Court of Justice of Puerto Rico; San Juan Superior Court.

I DO FURTHER CERTIFY that her signature thereto affixed is genuine.

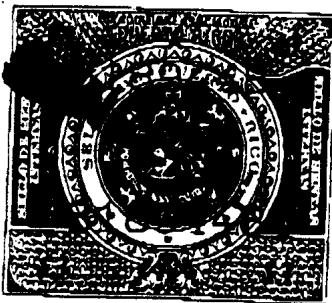
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan, today, June 14, 2006.

Carmen Elba Torres

CARMEN ELBA TORRES

CORRECT CERTIFY:

Rebecca Rivera Diaz
Authorized Officer



**COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
SAN JUAN PART**

RIO MAR ASSOCIATES, L.P., S.E.)	Civil Case No. KAC2004-3295
Doing business as Westin Rio Mar)	
Beach Resort)	
)	
Plaintiff)	
vs.)	
)	
MIXSHOW POWER SUMMIT, INC.)	
)	
Defendant.)	
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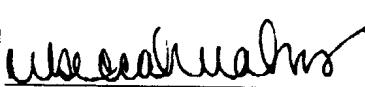
EXEMPLIFICATION CERTIFICATE

I, Rebecca Rivera Torres, Clerk of the San Juan Superior Court for the Commonwealth of Puerto Rico, does hereby attest that I am the custodian of records of the said Court, and that the foregoing is a full, true, and correct copy of the original judgment entered October 25, 2005 in the matter titled Rio Mar Associates, LP v. Mixshow Power Summit, Inc., Civil No. K A C 2004-3295, on file or of record in my office, and that I have carefully compared the same with the original.

All of which we have caused by these presents to be exemplified, and the seal of the San Juan Superior Court of the Commonwealth of Puerto Rico to be hereby affixed.

Executed at San Juan, Puerto Rico,

On April 27, 2006.


Rebecca Rivera Torres
 Clerk of Court



I, _____, of the Department of State of the Commonwealth of Puerto Rico, do hereby certify that _____ is the Clerk of the San Juan Superior Court of the Commonwealth of Puerto Rico, that the signature of the foregoing exemplification certificate and attestation is the genuine signature of the said

**ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE SAN JUAN**

RIO MAR ASSOCIATES, L.P. S.E. - - - CIVIL NÚM. KAC2004-3295
Demandante
vs.
SALA 901
SOBRE: INCUMPLIMIENTO
CONTRATO Y COBRO DE DINERO
DE
Demandados
MIXSHOW POWER SUMMIT, INC.

SENTENCIA

VISTA la moción de la parte demandante, Rio Mar Associates, L.P. S.E., presentada el 21 de julio de 2005, se declara la misma con lugar, y por consiguiente se anula la rebeldía a la parte demandada.

Manuel F. Pou vs. Isleta Marina, Inc., et al. 106 D.P.R. 809 (1978) y en la Regla 45 del Procedimiento Civil se declara con lugar la demanda, y se dicta sentencia condenando a la parte demandada a pagarle a la parte demandante la suma de \$151,200.61 más intereses al tipo legal vigente de 7.00 % anual devengados desde el 28 de octubre de 2003 hasta que se realice el pago. Además, se condena a la parte demandada a satisfacerte a la parte demandante las costas y gastos incurridos más la suma de \$16,667.75 por honorarios de abogado.

DADA en San Juan, Puerto Rico, hoy dia 25 de 2005, de 2005.

Stimmede skr
JJEZ SUPERIOR

CERTIFIED TRANSLATION

OLGA M. ALICEA, USCCI

AFFIDAVIT

I, Olga M. Alicea, of legal age, single, a Certified Interpreter and Translator, and resident of San Juan, Puerto Rico, do hereby declare:

1. That my name and other personal circumstances are those indicated above.

2. That I am a Certified Interpreter and Translators, certified to those effects by the Administrative Office of the United States Courts and by the National Association of Judiciary Interpreters and Translators, and in this capacity I personally translated from Spanish to English the foregoing document, titled "Amended Notice of Judgment," dated November 16, 2005, in the case of Rio Mar Associates, L.P., S.E., v. Mixshow Power Summit, Inc., Civil No. K AC2004-3295 (9901), in the Court of First Instance of Puerto Rico, San Juan Superior Court.

3. That the foregoing translation is a true and accurate translation to the best of my knowledge and abilities.

IN WITNESS WHEREOF, I swear to and sign this document in San Juan, Puerto Rico, on November 18, 2005.



Olga M. Alicea, uscci, ncjits-s

Affidavit No. 163

Sworn to and subscribed before me by Olga M. Alicea, of the above-indicated personal circumstances, personally known to me.

In San Juan, Puerto Rico, on November 18, 2005.


Notary Public

CERTIFIED TRANSLATION

OLGA M. ALICEA, USCCI

P. 01

COMMONWEALTH OF PUERTO RICO
 COURT OF FIRST INSTANCE
 SAN JUAN SUPERIOR COURT

RIO MAR ASSOCIATES, L.P.
 PLAINTIFF
 V.

CASE NO.: K AC2004-3295
 COURTROOM 901

MIXSHOW POWWER [SIC] SUMMIT, INC. CIVIL ACTION
 DEFENDANT CAUSE/CRIME

GARCIA-PÉREZ ESQ. CARLOS A
 PO BOX 70364
 SAN JUAN PR

00936-8364

AMENDED NOTICE OF JUDGMENT

THE UNDERSIGNED CLERK NOTIFIES YOU THAT THIS COURT HAS ENTERED JUDGMENT IN THE CAPTIONED CASE DATED OCTOBER 25, 2005, WHICH HAS BEEN DULY REGISTERED AND FILED IN THE RECORDS OF THIS CASE, WHERE YOU MAY FAMILIARIZE YOURSELF IN DETAIL WITH THE TERMS OF THE SAME.

AND SINCE YOU ARE OR YOU REPRESENT THE PARTY AFFECTED BY THE JUDGMENT, OF WHICH YOU MAY FILE AN APPEAL, I DIRECT THIS NOTICE TO YOU, HAVING FILED IN THE RECORDS OF THIS CASE A COPY THEREOF ON NOVEMBER 16, 2005.

FERNANDEZ-GONZÁLEZ MYRIAM Y
 GOLDMAN ANTONETTI & CORDOVA
 SAN JUAN PR

PO BOX 70364
 00936-8364

MIXSHOW POWER SUMMIT INC.
 400 WEST 43RD STREET
 NEW YORK NY

SUITE 78
 10036

MIXSHOW POWER SUMMIT INC
 PO BOX 216 MAPLE STREET [sic]

SOMERVILLE NJ
 10104

SAN JUAN , PUERTO RICO, ON NOVEMBER 16, 2005

CERTIFICATION I, OLGA M. ALICEA, AN ENGLISH-SPANISH INTERPRETER AND TRANSLATOR CERTIFIED TO THAT EFFECT BY THE ADMINISTRATIVE OFFICE OF THE U.S. COURTS AND BY THE NATIONAL ASSOCIATION OF JUDICIARY INTERPRETERS & TRANSLATORS, DO HEREBY CERTIFY THAT I HAVE PERSONALLY TRANSLATED THE FOREGOING DOCUMENT FROM SPANISH TO ENGLISH AND THAT THE TRANSLATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND ABILITIES. CERTIFICATION APPLIES ONLY TO THE SIGNED ORIGINAL.	
 11/17/05 DATE OLGA M. ALICEA, USCCI, NCJIT-S (USCCI NO. 98-005) PO Box 19749 SAN JUAN, PUERTO RICO 00910-1749 TEL. 787-642-4777 / 787-282-5742 E-MAIL: OMALICEA@YAHOO.COM /	

REBECCA RIVERA-TORRES, ESO.

CLERK

BY: ELIA ENID RAMOS-PÉREZ (Initials)
 ASSISTANT CLERK

O.A.T.704-NOTICE OF JUDGMENT
 TELETRIBUNALES: (787) 759-1888/ISLAND, TOLL FREE (787)1-877-759-1888 TELETRIBUNALES: (787)

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE SAN JUAN

RIO MAR ASSOCIATES, L.P. S.E., Demandante	CIVIL NUM.: K AC2004-3295 SALA 901
vs.	SOBRE: INCUMPLIMIENTO DE CONTRATO Y COBRO DE DINERO
MIXSHOW POWER SUMMIT, INC., Demandados	

SENTENCIA

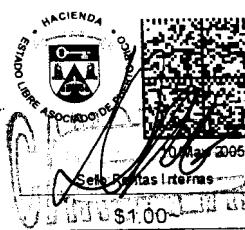
VISTA la moción de la parte demandante, Rio Mar Associates, L.P. S.E., presentada el 21 de julio de 2005, se declara la misma con lugar, y por consiguiente se anota la rebeldía a la parte demandada.

A tenor con lo expuesto en el caso de The Continental Insurance Company v. Manuel F. Pou vs. Isleta Marina, Inc., et al. 106 D.P.R. 809 (1978) y en la Regla 45 de Procedimiento Civil, se declara con lugar la demanda, y se dicta sentencia condenando a la parte demandada a pagarle a la parte demandante la suma de \$151,200.61 más intereses al tipo legal vigente de 7.00 % anual devengados desde el 28 de octubre de 2003 hasta que se realice el pago. Además, se condena a la parte demandada a satisfacerle a la parte demandante las costas y gastos incurridos más la suma de \$16,667.75 por honorarios de abogado.

DADA en San Juan, Puerto Rico, hoy día 25 de octubre de 2005.

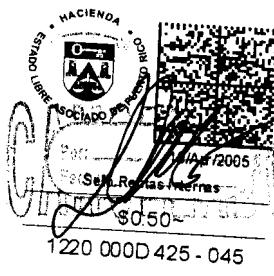
REGISTRESE Y NOTIFIQUESE.

Seraphina M. Rodriguez
JUEZ SUPERIOR



1220 000D 425 - 494

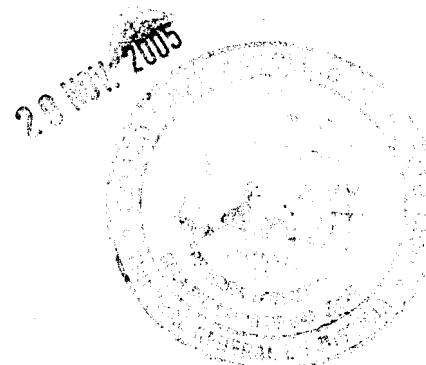
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1220 000D 425 - 045

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CERTIFICACION

Certifico que la presente es copia
exacta del original que obra en
mi posesión la misma a petición de:

LCDL SECRETARIA GENERAL

Secretario

Por:

Damaris Rodriguez

Sub-Secretario

RIO MAR ASSOCIATES, L.P.
DEMANDANTE
VS.
MIXSHOW POWWER SUMMIT, INC.
DEMANDADO

CASO: K AC2004-3295
SALON:0901

ACCION CIVIL

CAUSAL/DELITO

NOTIFICACION ENMENDADA DE SENTENCIA

EL SECRETARIO QUE SUSCRIBE NOTIFICA A USTED QUE ESTE TRIBUNAL HA DICTADO SENTENCIA EN EL CASO DE EPIGRAFE CON FECHA 25 DE OCTUBRE DE 2005 , QUE HA SIDO DEBIDAMENTE REGISTRADA Y ARCHIVADA EN LOS AUTOS DE ESTE CASO, DONDE PODRA USTED ENTERARSE DETALLADAMENTE DE LOS TERMINOS DE LA MISMA.

Y, SIENDO O REPRESENTANDO USTED LA PARTE PERJUDICADA POR LA SENTENCIA, DE LA CUAL PUEDE ESTABLECERSE RECURSO DE APELACION, DIRIJO A USTED ESTA NOTIFICACION, HABIENDO ARCHIVADO EN LOS AUTOS DE ESTE CASO COPIA DE ELLA CON FECHA DE 16 DE NOVIEMBRE DE 2005 .

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SAN JUAN , PUERTO RICO, A 16 DE NOVIEMBRE DE 2005

LCDA. REBECCA RIVERA TORRES

~~SECRETARIO~~

POR: ELIA ENID RAMOS PEREZ

~~SECRETARIO AUXILIAR~~

O.A.T.704-NOTIFICACION DE SENTENCIA

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